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THOMAS WEISEL PARTNERS LLC and  
9 THOMAS WEISEL INTERNATIONAL  
PRIVATE LIMITED  
10

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION  
14

HOWARD  
RICE  
NEMEROVSKI  
CANADY  
FALK  
& RABKIN  
A Professional Corporation

15 THOMAS WEISEL PARTNERS LLC, a  
Delaware limited liability company, and  
16 THOMAS WEISEL INTERNATIONAL  
PRIVATE LIMITED, an Indian company,  
17

18 Plaintiffs,

19 v.

20 BNP PARIBAS, a French corporation, BNP  
PARIBAS SECURITIES (ASIA) LIMITED,  
21 a Hong Kong company, and PRAVEEN  
CHAKRAVARTY, an individual,  
22

23 Defendants.  
24  
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26  
27  
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No. C-07-6198 MHP

Action Filed: December 6, 2007

DECLARATION OF MICHI  
SETHAVARANGURA IN SUPPORT OF  
PLAINTIFFS' CONSOLIDATED  
OPPOSITION TO DEFENDANTS'  
MOTIONS TO DISMISS THE FIRST  
AMENDED COMPLAINT

Date: July 28, 2008  
Time: 2:00p.m.  
Place: Courtroom 15  
Judge: Hon. Marilyn Hall Patel

1 I, Michi Sethavarangura, declare:

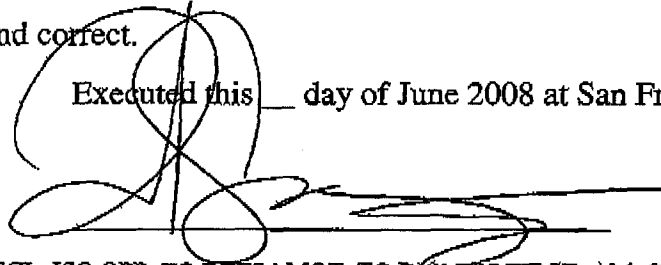
2 1. I am a Director at Thomas Weisel Partners, LLC ("TWP LLC") and the Head of  
3 Marketing and Events for TWP LLC. I have been employed by Thomas Weisel Partners  
4 since February of 1999. I started as the person in charge of corporate events; in the fall of  
5 2006, I took over Marketing as well. As part of my duties, I worked with other TWP LLC  
6 employees who were developing the Discovery Research subscription agreements. I kept a  
7 binder with examples of the Discovery Research subscription agreements that TWP LLC  
8 customers entered into. I also worked with TWP LLC employees and outside vendors on the  
9 development and day-to-day maintenance of the Discovery Research website. I make this  
10 Declaration upon personal knowledge and, if called upon to testify, could and would testify  
11 competently hereto.

12 2. TWP LLC sold and distributed the research reports authored by the Discovery  
13 Research analysts. TWP LLC's Institutional Sales department—whose senior management  
14 and part of whose sales force was based in San Francisco—sold access to the Discovery  
15 Research reports on a subscription basis to institutional investors located solely in the United  
16 States. The subscription contracts were between TWP LLC and its customers; TWIPL did  
17 not sell any Discovery Research research and was not a party to the subscription agreements.  
18 Attached hereto as Exhibit A is a representative sample of Discovery Research subscription  
19 contracts.

20 3. TWP LLC distributed the Discovery Research reports through a secure website  
21 that resided on servers in San Francisco and could only be accessed by subscribers. TWP  
22 LLC's Marketing department in San Francisco oversaw the website's design and processed  
23 all proposed changes.

24 I declare under penalty of perjury under the laws of the United States of America that  
25 the foregoing is true and correct.

26 Executed this \_\_\_\_\_ day of June 2008 at San Francisco, California

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28 SETHAVARANGURA DECL. ISO OPP. TO DEFS.' MOT. TO DISMISS FIRST. AM. COMPL. C-07-16198 MHP